

REMARKS/ARGUMENTS

Applicants appreciate the thorough review of the present application as evidenced by the Official Action. The Office Action rejects Claims 1, 2, 5, 7, 9, 11, and 12 under 35 U.S.C. 103(a) as being unpatentable over Elliott ("The Media Business: Advertising; News on the Web by Time and Saatchi Offers a Way to Change On-Line Banners Instantly") in view of official notice. The Office Action rejects Claims 3 and 8 under 35 U.S.C. § 103(a) as being unpatentable over Elliott and official notice and further in view of U.S. Patent Application Publication No. 20020052816 to Clenaghan et al. Claim 4 is rejected under 35 U.S.C. § 103(a) as being unpatentable over Elliott and official notice and further in view of U.S. Patent No. 6,074,434 to Cole et al. Moreover, the Office Action rejects Claims 6 and 10 under 35 U.S.C. § 103(a) as being unpatentable over Elliott and official notice and further in view of Senna ("Generator 2"). Claim 15-18 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Elliott and official notice and further in view of "Inc. (NYSE: IPG), One of the World's Largest Organizations of Advertising."

Based upon the amendments to the claims and following remarks, Applicants respectfully traverse the rejections of Claims 1-12. Moreover, dependent Claims 15-18 have been cancelled. In light of the currently and previously presented amendments and subsequent remarks, Applicants respectfully request reconsideration and allowance of the present application.

Elliott discloses the ability to instantly change headlines and text on a banner ad or alert consumers of limited-time offers to deliver timely messages. Moreover, the "Inc." article relied upon by the Examiner in rejecting Claims 15-18 discloses that prices displayed on a banner ad may be updated in real time when sales goals are achieved or a certain inventory is reached.

Independent Claims 1, 7, 11, and 12 recite substantially continuously providing the client device any updates to variable data of the offering referenced in the associate's web site, and have been amended to recite that the variable data of the offering is subject to update by the second server in response to a change in the variable data detected by the second server, wherein updated variable data is published to the client device by the second server. As disclosed in the present application, publish-and-subscribe technology is utilized to detect when changes in variable data occur and publish the changes to all interested devices (see p. 8 of the

specification). Publish-and-subscribe technology, as known to those of ordinary skill in the art, is capable of providing real-time updates to variable data of the offerings in response to changes in the variable data. Thus, the claimed invention employs “push” technology to automatically update the variable data in response to a detected change in the variable data.

Conversely, none of the cited references teach or suggest that variable data of an offering is subject to updating by a second server in response to a change in the variable data detected by the second server, wherein updated variable data is published to a client device by the second server, as recited by independent Claims 1, 7, 11, and 12. Neither Elliott nor the “Inc.” article explicitly disclose how the data is updated (i.e., push or pull technology) and, more particularly, neither reference teaches or suggests using publish-and-subscribe technology to update the variable data. In fact, Elliott appears to teach away from using push technology by distinguishing the use of banner ads versus the use of “alternatives like E-mail or so-called push technology for sales pitches” (see ¶ 3 of Elliott). The “Inc.” article simply states that “the content of the banners would be updated to promote an alternate price or model.” Thus, there is no teaching or suggestion by Elliott or the “Inc.” article that changes in variable data may be detected and updated by publishing updated variable data, as recited by the claimed invention.

Furthermore, independent Claims 1, 7, 11, and 12 have been amended to recite purchasing the offering of the seller directly via the associate’s web site based on input from the client device. As described in the present application, users are capable of purchasing the offering from the associate’s web site without having to visit the seller’s web site (see p. 5 of the specification). The specification of the present application also states that users may invoke a purchasing service by selecting a product offering (see p. 11 of the specification), and that the variable data may include executable code that initiates a purchasing service from the second server, where the second server may transmit the purchasing service to the client for display to the user (see FIG. 7; pp. 13-14 of the specification). Because the offering is substantially continuously updated at the client device, users are capable of purchasing updated offerings from the associate’s web site with a reduced risk that the offering has changed from that which is displayed.

In contrast, none of the cited references teach or suggest receiving an indication to complete a purchase of the offering of the seller directly at the associate's web site based on input from the client device, as recited by independent Claims 1, 7, 11, and 12. As disclosed in the specification of the present application, users can invoke a purchasing service stored at the supplemental server to provide an interface to interact with a supplier of offerings (see p. 9, ¶ 29). In addition, the specification also states that if the user invokes the purchasing service, the user will have the option to purchase the offering and, if the user elects to purchase the offering, the sale will be completed (see p. 10, ¶ 32).

The Examiner acknowledges that Elliott does not disclose receiving an indication to purchase an offering of the seller via the associate web site, but takes official notice "that it is well known to receive indications to purchase offerings on banner ads or other websites based on input from a client device, often via an associate's web site like Yahoo." However, neither Elliott, nor any of the remaining references, discloses that a purchase of an offering may be completed directly from the associate's web site, as opposed to simply being directed from the associate's web site to the seller's web site when the user indicates a desire to purchase the offering. In this regard, Elliott discloses displaying updated banner ads to increase the incidence of "click-throughs." As such, neither Elliott nor any of the remaining cited references disclose that a purchase of an offering may be completed directly at an associate's web site, as recited by the claimed invention. As Applicants contend that it is improper to take Official Notice of receiving an indication to complete a purchase of the offering at the associate's web site, as now recited by the amended independent claims, Applicants request that the Examiner provide one or more references in support of the proposition that completing a purchase directly at an associate's web site is well known if this position is to be maintained.

For the forgoing reasons, none of the cited references, taken either individually or in combination, teach or suggest the methods and computer-readable mediums of independent Claims 1, 7, 11, and 12 or any of the claims that depend therefrom. Thus, the rejection of Claims 1-12 under 35 U.S.C. § 103(a) is overcome.

CONCLUSION

In view of the remarks and amendments presented above, it is respectfully submitted that Claims 1-12 of the present application are in condition for immediate allowance. It is therefore respectfully requested that a Notice of Allowance be issued. The Examiner is encouraged to contact Applicants' undersigned attorney to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,

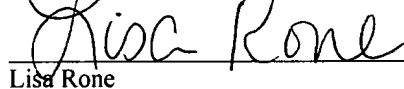


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